

***SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
SUPERINTENDENT AND THE
JENKINS INDEPENDENT BOARD OF EDUCATION***

This Contract of Employment was made and entered into on the 2d day of August, 2014, by and between the Jenkins Independent Board of Education ("Board") and Freddie Bowling ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 2d day of August, 2014, and ending the 30th day of June, 2018. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by state law pursuant to KRS 160.350(4).

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. DUTIES

The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this Commonwealth, the rules and regulations of the state and local Boards of Education, and that failure to do so will invalidate this contract, except that the Superintendent may enter into a contract with his Board in accordance with the provisions of KRS 160.440.

Board Secretary: Pursuant to KRS 160.440, the Superintendent will be the official Secretary of the Board during the term of his contract and shall serve as Secretary without any compensation in addition to that which he receives for serving as Superintendent.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

C. OUTSIDE ACTIVITIES

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

- D. Waiver of Superintendent's Presence:** Pursuant to KRS 160.370, the Board hereby waives the presence of the Superintendent at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

- A.** the operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;
- B.** seminars and courses offered by public or private educational institutions; and,
- C.** informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

4. SALARY

The Superintendent shall receive an annual base salary of \$95,000.00 (Ninety Five Thousand Dollars) and the Superintendent shall receive an increase in his then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent

during the life of this contract shall not be deemed neither a new contract nor that the termination date of his contract, or any extension thereof, has been extended.

In addition to the minimum annual raise of the salary of the Superintendent as stated in the previous paragraph, the Board may vote, at any time during this contract, to grant the Superintendent an additional merit raise in salary.

In no event shall the Superintendent's then current salary be decreased.

This salary shall be paid to the Superintendent in regular installments, in accordance with schedule of salary payments in effect for other certified employees.

For the 2014-2015 school, any salary and all benefits shall be prorated up to the nearest month for the time period from August 2, 2014 through June 30, 2015.

5. OTHER BENEFITS

A. The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to other certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.

B. Professional Associations and Civic Groups: The Board shall pay 100 percent of all reasonable membership charges to any professional associations and local civic groups in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.

C. Board Attorney: The Superintendent has the authority to utilize and direct the services of the Board Attorney in the discharge of his duties, as described herein, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

D. Family Health and Dental Insurance: The Superintendent shall be provided by the Board a family health and dental plan through the appropriate state insurance program at the expense of the Board so long as he is employed as Superintendent.

E. Contract Extension: After the completion of the Superintendent's first contract or after four (4) years, whichever comes last, the Board may, no later than each June 30th of each contract year, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

F. Computer Equipment for Home Use: The Superintendent shall be provided for use at home a Board-owned laptop computer complete with a combination copier/printer/fax/scanner unit. All such equipment shall be tagged with Board identification, subject to audit and shall remain property of the Board.

G. Cellular Telephone Device: The Superintendent shall be provided a Board owned cellular telephone device with Board contracted service to use in the execution of his duties.

H. Formal Acceptance: The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

6. EXPENSES

The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent in accordance with Board policy and any applicable state and federal law.

7. ANNUAL LEAVE

In addition to any other benefits described herein, the Superintendent shall be provided ten (10) annual leave days per fiscal year, to be used at the discretion of the Superintendent. In no event shall the Superintendent accumulate in excess of twenty (20) unused annual leave days. Upon retirement, the Superintendent shall be paid for any unused annual leave, up to a maximum of twenty (20) annual leave days, pursuant to KRS 161.540(1).

8. SICK LEAVE

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by Board policies and state law.

9. LEAVE FOR SUPERINTENDENT

Each school year from July 1 through June 30 will consist of 240 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified employees may observe. The Superintendent may take as leave, leave equal to that granted all other certified employees.

The Superintendent shall not utilize any type of leave which would be in excess of five (5) consecutive work days without the express, advance consent of the Board.

10. OUTSIDE EXPENSES

The Superintendent may, with the express consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to this district and which are of short terms.

If the Superintendent is compensated for outside activities by an agency other than this Board, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this Board will not pay the Superintendent's salary or expenses for the activity.

11. PROFESSIONAL LIABILITY

The Board agrees that it shall defend the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by any party in his individual capacity or his official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation, to the extent liability insurance coverage is within the authority of the Board to provide under state and federal law.

12. EVALUATION OF SUPERINTENDENT

The Superintendent shall be evaluated annually according to any applicable Board policy and state law.

13. RETIREMENT BENEFITS

The Superintendent may elect to participate in and be a member of the Kentucky Retirement System.

14. TERMINATION OF EMPLOYMENT CONTRACT

The employment contract of the Superintendent, including any extensions thereof, may be terminated by the Board by:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Resignation of the Superintendent.
- D. Disability or death of the Superintendent.
- E. Discharge for legal cause under the rules, regulations and/or laws of this Commonwealth and/or the United States of America. Any such discharge

shall be in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.

- F. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any and all costs he incurs.
- G. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

15. CERTIFICATES HELD BY SUPERINTENDENT

- A. Professional Certificate for Instructional Leadership-Principal, All grades, level 2
- B. Professional Certificate for Instructional Leadership – School Superintendent
- C. Professional Certificate for teaching in the The Early Elementary Grades k-4 (and self-contained grades 5-6)
- D. Provisional Certification for Teacher of Exceptional Children-Learning and Behavior Disorders, Grades K-12

16. SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to extent they are unaffected by the ruling of illegality.

17. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

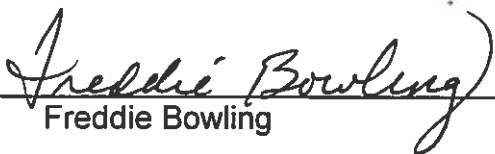
This contract will be construed under the laws of the Commonwealth of Kentucky.

This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties.

AGREED TO ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

JENKINS INDEPENDENT BOARD OF EDUCATION

By: , Chairman
Durward Nantamore

SUPERINTENDENT: 
Freddie Bowling

This contract prepared by:

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